



6105 E. Rutter Ave.
Building #69
Spokane, WA 99212

March 9, 2018

Vic Arthun
605 E. Cameron Bridge Rd
Bozeman, MT 59718

Dear Vic,

On behalf of NeXus Surgical Innovations, we are very pleased to offer you the position of Sales Associate in Spokane. This letter establishes what will be the terms of your employment with the Company if you accept this offer.

Start Date and Compensation

If you accept this offer of employment by fulfilling the conditions set forth later in this letter, your start date with the Company will be April 2, 2018.

Compensation Outline:

- Your guaranteed annual salary will be \$72,000.
- \$200/month car allowance
- Flat commission of 10% on new business to be defied by you and Shawn Fossum.
- \$6,000 one time cash bonus for each new NCS/Nuvasive IOM contract you sign in Montna.
- In addition, the Company will cover the following expenses while you are a Sales Associate:
 - Business travel and meeting expenses including gas, hotel and airfare
 - Training expenses
 - Cell Phone reimbursement of \$80.00 per month

Shawn Fossum will meet with you to identify mutual selling expectations. After 15-18 months, Shawn will conduct a business review to determine if expectations have been met and define your territory (including Dr. Varnavas) with timeline for moving to 100% commission sales representative.

All compensation will be payable on the 20th of each month in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Because your position will be exempt from overtime pay requirements, your salary will compensate you for all hours worked.

Benefits

NeXus Surgical Innovations provides health insurance for employees.

You will be entitled, during the term of your employment, to such vacation and other employee benefits as the Company may offer from time to time, subject to applicable eligibility requirements. The Company reserves the right to make any modifications to this benefits package that it deems appropriate. The Company's current policy is to provide you with 2 weeks paid vacation per year.

You are also eligible for Long Term Disability Insurance.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, by the Company, its agents, or representatives, whether orally or in writing, are superseded by and canceled by this offer letter.

A handwritten signature, likely belonging to Vic Arthun, is placed here.

Confidentiality, Noncompetition and Invention Assignment Agreement

As a condition of your employment, you will be required to sign the enclosed Confidentiality, Noncompetition and Invention Assignment Agreement ("Confidentiality Agreement"). The Company's willingness to employ you is based in significant part on your commitment to fulfill the obligations specified in the Confidentiality Agreement.

Steps to Take to Accept Employment

If you wish to accept employment with the Company, please do the following:

1-Print out and sign two copies of this letter

2-Print out and sign two copies of the enclosed Confidentiality, Noncompetition and Invention Assignment Agreement

3-Retain for your files one of the copies of each of the documents you executed

4-Return the other signed copy of each document to Derek Mulgrew at 809 W. Main Ave #303, Spokane, WA 99201.

Final Conditions

If you accept employment with the Company by performing all of the above steps, this offer letter will set forth the terms of your employment. This letter supersedes any previous discussions or offers, no matter what their source. Any future modifications of or additions to the terms set forth in this letter will be of no effect unless in writing and signed by you and an officer of the Company.

We are very excited about having you join NeXus Surgical Innovations. We hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if we can answer any questions for you about any of the matters outlined in this letter.

Sincerely,



Derek Mulgrew
NeXus Surgical Innovations

ACCEPTANCE

I accept employment with NeXus Surgical Innovations under the terms set forth in this letter:



Signature

03/22/2018

Date

R Victor Arthur

4/2/2018

Printed Name

Start Date